

CONTRACT/PURCH ORDER NO. \*F3365798D0117 \*

CAGE CODE: \*0L1E5\*

BUYER CODE: \*Q1B\*

TOTAL DOLLAR AMOUNT: \*0019999999998\*

ACRN	FUND	CODE/YEAR	DOLLAR	AMOUNT	ACRN	FUND
CODE/YEAR	DOLLAR	AMOUNT				

\*TBNDI0019999999998\*

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICE AND PRICES/COSTS

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ITEM	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	AMOUNT
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**BASIC CONTRACT - 01 OCTOBER 1998 THROUGH 30 SEPTEMBER 2003**

B-1(a) The Contractor shall furnish and deliver to the Government the services and supplies necessary to perform the work set forth below:

**SCHEDULE I - COST PLUS INCENTIVE FEE (CPIF) WITH AWARD FEE FEATURE**

0001 TOTAL SYSTEM PERFORMANCE  
RESPONSIBILITY SUPPORT IAW  
SOW PARAGRAPHS 1 THROUGH  
3.11.6

0001AA FISCAL YEAR 1999  
COST: \$164,740,148.00  
  
INCENTIVE FEE POOL: \$ 11,381,896.00  
  
AWARD FEE POOL: \$ 4,877,956.00  
  
TOTAL: \$181,000,000.00

0001AB FISCAL YEAR 2000  
COST: \$177,209,429.00  
  
INCENTIVE FEE POOL: \$ 12,243,400.00  
  
AWARD FEE POOL: \$ 5,247,171.00  
  
TOTAL: \$194,700,000.00

0001AC FISCAL YEAR 2001  
 COST: \$176,299,263.00  
 INCENTIVE FEE POOL: \$ 12,180,516.00  
 AWARD FEE POOL: \$ 5,220,221.00  
 TOTAL: \$193,700,000.00

0001AD FISCAL YEAR 2002  
 COST: \$181,760,262.00  
 INCENTIVE FEE POOL: \$ 12,557,816.00  
 AWARD FEE POOL: \$ 5,381,922.00  
 TOTAL: \$199,700,000.00

0001AE FISCAL YEAR 2003  
 COST: \$183,125,512.00  
 INCENTIVE FEE POOL: \$ 12,652,142.00  
 AWARD FEE POOL: \$ 5,422,346.00  
 TOTAL: \$201,200,000.00

0002 TOTAL SYSTEM PERFORMANCE  
 RESPONSIBILITY SUPPORT IAW  
 SOW PARAGRAPHS 4 THROUGH 4.1

0002AA FISCAL YEAR 1999  
 COST: \$ 11,050,000.00  
 (15 AIRPLANES)  
 INCENTIVE FEE POOL: \$ 763,445.00  
 AWARD FEE POOL: \$ 327,190.00  
 TOTAL: \$ 12,140,635.00

0002AB FISCAL YEAR 2000  
 COST: \$ 20,555,554.00  
 (13 AIRPLANES)  
 INCENTIVE FEE POOL: \$ 1,420,184.00  
 AWARD FEE POOL: \$ 608,650.00  
 TOTAL: \$ 22,584,388.00

0002AC FISCAL YEAR 2001  
 COST: \$ 18,607,283.00  
 (12 AIRPLANES)  
 INCENTIVE FEE POOL: \$ 1,285,577.00  
 AWARD FEE POOL: \$ 550,962.00  
 TOTAL: \$ 20,443,822.00

0002AD FISCAL YEAR 2002  
 COST: \$ 22,180,377.00  
 (12 AIRPLANES)  
 INCENTIVE FEE POOL: \$ 1,532,442.00  
 AWARD FEE POOL: \$ 656,761.00  
 TOTAL: \$ 24,369,580.00

0002AE FISCAL YEAR 2003  
 COST: \$ 25,484,237.00  
 (13 AIRPLANES)  
 INCENTIVE FEE POOL: \$ 1,760,706.00  
 AWARD FEE POOL: \$ 754,588.00  
 TOTAL: \$ 27,999,531.00

FOB: ORIGIN  
 QUANTITY VARIATION: 0% OVER 0% UNDER  
 PQA/INSP SITE: ORIGIN  
 ACCEPTANCE SITE: ORIGIN  
 DELIVERY SCHEDULE: IAW DELIVERY ORDER

**SCHEDULE II - FIRM FIXED PRICE (FFP), COST PLUS AWARD FEE, INCENTIVE AND FIXED FEE**

0003 SERVICES TO ACCOMPLISH ECP'S  
 MIN MAX  
 AS IDENTIFIED IN EACH DELIVERY  
 \$100,000.00 \$111,000,000.00  
 ORDER

0003AA SAME AS CLIN 0003 (FFP)  
 0003AB SAME AS CLIN 0003 (CPAF)  
 0003AC SAME AS CLIN 0003 (CPIF)  
 0003AD SAME AS CLIN 0003 (CPFF)

FOB: ORIGIN  
 QUANTITY VARIATION: 0% OVER 0% UNDER  
 PQA/INSP SITE: ORIGIN  
 ACCEPTANCE SITE: ORIGIN  
 DELIVERY SCHEDULE: IAW DELIVERY ORDER

**SCHEDULE III - OVER AND ABOVE - FFP, CPAF, CPIF OR CPFF**

**ADMINISTRATIVE CEILING**

0004 OUT OF SCOPE ITEM MUST BE \$62,500,000.00 NEGOTIATED AND ADDED, I.E., CATASTROPHIC REPAIR OF AIRCRAFT, DEPLOYMENTS, SURGE FOR WARTIME REQUIREMENTS	1	LO
0004AA SAME AS CLIN 0004 (FFP)		
0004AB SAME AS CLIN 0004 (CPAF)		
0004AC SAME AS CLIN 0004 (CPIF)		
0004AD SAME AS CLIN 0004 (CPFF)		

FOB: ORIGIN  
 QUANTITY VARIATION: 0% OVER 0% UNDER  
 PQA/INSP SITE: ORIGIN  
 ACCEPTANCE SITE: ORIGIN  
 DELIVERY SCHEDULE: IAW DELIVERY ORDER

**SCHEDULE IV - DATA**

0005 DATA IAW ATTACHED DD1423 NSP  FOB: DESTINATION QUANTITY VARIATION: 0% OVER 0% UNDER PQA/INSP SITE: DESTINATION ACCEPTANCE SITE: DESTINATION DELIVERY SCHEDULE: IAW DELIVERY ORDER	1	LO
0006 PAYMENT OF AWARD FEE AMOUNT OF AWARD FEE POOL AVAILABLE IAW CLAUSE IB-431, AWARD FEE	1	LO

**OPTION 1 - 01 OCTOBER 2003 THROUGH 30 SEPTEMBER 2006**

B-1(a) The Contractor shall furnish and deliver to the Government the services and supplies necessary to perform the work set forth below:

**SCHEDULE I - COST PLUS INCENTIVE FEE (CPIF) WITH AWARD FEE FEATURE**

0007 TOTAL SYSTEM PERFORMANCE  
RESPONSIBILITY SUPPORT IAW  
SOW PARAGRAPHS 1 THROUGH  
3.11.6

0007AA FISCAL YEAR 2004  
COST: \$189,860,744.00  
  
INCENTIVE FEE POOL: \$ 13,117,479.00  
  
AWARD FEE POOL: \$ 5,621,777.00  
  
TOTAL: \$208,600,000.00

0007AB FISCAL YEAR 2005  
COST: \$197,324,110.00  
  
INCENTIVE FEE POOL: \$ 13,633,123.00  
  
AWARD FEE POOL: \$ 5,842,767.00  
  
TOTAL: \$216,800,000.00

0007AC FISCAL YEAR 2006  
COST: \$211,522,709.00  
  
INCENTIVE FEE POOL: \$ 14,614,104.00  
  
AWARD FEE POOL: \$ 6,263,187.00  
  
TOTAL: \$232,400,000.00

0008 TOTAL SYSTEM PERFORMANCE  
RESPONSIBILITY SUPPORT IAW  
SOW PARAGRAPHS 4 THROUGH 4.1

0008AA FISCAL YEAR 2004  
COST: \$ 21,695,243.00  
(12 AIRPLANES)  
INCENTIVE FEE POOL: \$ 1,498,924.00  
  
AWARD FEE POOL: \$ 642,396.00  
  
TOTAL: \$ 23,896,563.00

0008AB FISCAL YEAR 2005  
 COST: \$ 21,904,289.00  
 (12 AIRPLANES)  
 INCENTIVE FEE POOL: \$ 1,513,367.00  
 AWARD FEE POOL: \$ 648,586.00  
 TOTAL: \$ 24,066,242.00

0008AC FISCAL YEAR 2006  
 COST: \$ 19,999,368.00  
 (12 AIRPLANES)  
 INCENTIVE FEE POOL: \$ 1,381,757.00  
 AWARD FEE POOL: \$ 592,181.00  
 TOTAL: \$ 21,973,306.00

FOB: ORIGIN  
 QUANTITY VARIATION: 0% OPTANCE SITE: ORIGIN  
 DELIVERY SCHEDULE: IAW DELIVERY ORDER

**SCHEDULE II - FIRM FIXED PRICE (FFP), COST PLUS AWARD FEE, INCENTIVE AND FIXED FEE**

0009 SERVICES TO ACCOMPLISH ECP'S  
 MIN MAX  
 AS IDENTIFIED IN EACH DELIVERY  
 \$100,000.00 \$38,000,000.00  
 ORDER

0009AA SAME AS CLIN 0009 (FFP)  
 0009AB SAME AS CLIN 0009 (CPAF)  
 0009AC SAME AS CLIN 0009 (CPIF)  
 0009AD SAME AS CLIN 0009 (CPFF)

FOB: ORIGIN  
 QUANTITY VARIATION: 0% OVER 0% UNDER  
 PQA/INSP SITE: ORIGIN  
 ACCEPTANCE SITE: ORIGIN  
 DELIVERY SCHEDULE: IAW DELIVERY ORDER

**SCHEDULE III - OVER AND ABOVE - FFP, CPAF, CPIF OR CPFF**

**ADMINISTRATIVE CEILING**

0010 OUT OF SCOPE ITEM MUST BE  
 \$37,500,000.00  
 NEGOTIATED AND ADDED, I.E.,

CATASTROPHIC REPAIR OF  
AIRCRAFT, DEPLOYMENTS, SURGE  
FOR WARTIME REQUIREMENTS

0010AA SAME AS CLIN 0010 (FFP)  
0010AB SAME AS CLIN 0010 (CPAF)  
0010AC SAME AS CLIN 0010 (CPIF)  
0010AD SAME AS CLIN 0010 (CPFF)

FOB: ORIGIN  
QUANTITY VARIATION: 0% OVER 0% UNDER  
PQA/INSP SITE: ORIGIN  
ACCEPTANCE SITE: ORIGIN  
DELIVERY SCHEDULE: IAW DELIVERY ORDER

**SCHEDULE IV - DATA**

0011 DATA IAW ATTACHED DD1423 1 LO  
NSP

FOB: DESTINATION  
QUANTITY VARIATION: 0% OVER 0% UNDER  
PQA/INSP SITE: DESTINATION  
ACCEPTANCE SITE: DESTINATION  
DELIVERY SCHEDULE: IAW DELIVERY ORDER

0012 PAYMENT OF AWARD FEE 1 LO  
AMOUNT OF AWARD FEE POOL  
AVAILABLE IAW CLAUSE IB-431,  
AWARD FEE

THE FOLLOWING CONTRACT LINE ITEMS ARE FIRM FIXED PRICE: 0003AA, 0004AA, 0009AA, 0010AA

THE FOLLOWING CONTRACT LINE ITEMS ARE COST PLUS FIXED FEE: 0003AD, 0004AD, 0009AA, 0010AD

THE FOLLOWING CONTRACT LINE ITEMS ARE COST PLUS INCENTIVE FEE WITH AN AWARD FEE FEATURE: 0001, 0002, 0007, 0008, 0003AC, 0004AC, 0010AC, 0010AD

THE FOLLOWING CONTRACT LINE ITEMS ARE COST PLUS AWARD FEE: 0003AB, 0004AB, 0009AB, 0010AB



B-1. **CLAUSES AND PROVISIONS**

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

(c) By signature on this contractual document, Contractor certifies that their Section K, Representations and Certifications previously submitted or returned herewith are current and applicable. They are hereby incorporated by reference.

B-448. **5352.232-9001 IMPLEMENTATION OF LIMITATION OF FUNDS (AFMC)** JUL 1997  
(IAW AFMCFARS 5332.705-2(c))

(a) The sum allotted to this contract and available for payment of costs under \* through \* in accordance with the clause in Section I entitled "Limitation of Funds" is \$\*.

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of \$\* is obligated for payment of fee for work completed under CLINS \*.

**\*TO BE INDICATED ON EACH DELIVERY ORDER**

B-501. **ORDERING**  
JUN 1989

For the purposes of FAR 52.216-18, **Ordering**, only Sacramento Air Logistics Center and Aeronautical Systems Center (ASC) Contracting Officers are authorized to issue orders against this contract.

**PART I - THE SCHEDULE**  
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C-1. **SPECIFICATIONS, STANDARDS AND DRAWINGS**  
(IAW FAR 10.008)

Specifications, standards or drawings (as applicable) are furnished/listed below:

<u>ITEM NR</u>	<u>SPECIFICATIONS, STANDARDS AND/OR ATTACHMENTS</u>
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ALL ITEMS	IAW Statement of Work furnished herewith.
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C-205. 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL  
SPECIFICATIONS AND STANDARDS

AUG 1997

(IAW DFARS 211.273-4)

(d) (Offeror Insert Information for Each SPI Process)

SPI Process: NONE

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item and Subline Item Number and Requirement Citation:

Cognizant Administrative Contracting Officer:

C-430.

**RESERVED**

**PART I - THE SCHEDULE  
SECTION D  
PACKAGING AND MARKING**

D-484C. 5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING  
AND MARKING (AFMC)

JUL 1997

(IAW AFMCFARS 5347.305-10(a)(93))

(a) Items shall be packaged and marked in accordance with American Society for Testing and Materials (ASTM) D3951, Standard Practice for Commercial Packaging. Individual shipments exceeding 150 pounds, 108 inches in length, or 130 inches in girth plus length shall be packaged on skidded crates or palletized to allow handling by forklift.

(b) The exterior container shall be marked (readable from 24 inches): **"ASTM D 3951 - NOT FOR OUTSIDE STORAGE."**

488C. 5352.247-9011 **PACKAGING AND MARKING OF HAZARDOUS MATERIAL (AFMC)** JUL 1997  
(IAW AFMCFARS 5347.305-10(a)(97))

Hazardous materials shall be prepared for shipment in accordance with the following applicable regulations for the individual shipment hazard, ultimate destination, and mode of transportation:

- (a) Code of Federal Regulations (CFR) Title 29, Part 1910.1200;
- (b) Code of Federal Regulations (CFR) Title 49;
- (c) Air Force Joint Manual (AFJAM) 24-204, Preparing Hazardous Materials for Military Air Shipment;
- (d) International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; and
- (e) International Maritime Dangerous Goods (IMDG) Code.

**PART I - THE SCHEDULE  
SECTION E  
INSPECTION AND ACCEPTANCE**

E-1D.	52.246-2	<b>INSPECTION OF SUPPLIES--FIXED-PRICE</b> (IAW FAR 46.302)	AUG 1996
E-4.	52.246-3	<b>INSPECTION OF SUPPLIES--COST-REIMBURSEMENT</b> (IAW FAR 46.303)	APR 1984
E-6.	52.246-5	<b>INSPECTION OF SERVICES--COST-REIMBURSEMENT</b> (IAW FAR 46.305)	APR 1984
E-15E.	52.246-11	<b>HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)</b> (IAW FAR 46.311)	APR 1984

For the purposes of this clause the blank(s) is/are completed as follows:

(b) LMSW DOCUMENT SP9001

E-22.	52.246-16	<b>RESPONSIBILITY FOR SUPPLIES</b> (IAW FAR 46.316)	APR 1984
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E-35. **DD FORM 1423 DATA INSPECTION AND ACCEPTANCE**  
(IAW FAR 46.401(b) and 46.503)

The Inspection and Acceptance for Data items are as shown on DD Form 1423 attached hereto.

E-460.	5352.246-9000	<b>MATERIAL INSPECTION AND RECEIVING REPORT</b> (OMB No. 0704-0248) (AFMC) (IAW AFMCFARS 5346.370(90))	JUL 1997
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(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

- (1) Forward the purchasing office copy to:

**Department of the Air Force  
ASC/YN  
2275 D. Street  
Wright-Patterson AFB OH 45433-7233**

(2) For shipments involving Military Assistance Program (MAP), Grant Aid (GA), and Foreign Military Sales (FMS) requirements, an additional copy shall be sent to:

**DFAS-SB/FP  
1111 East Mill Street  
San Bernardino CA 92408-1621**

(3) Additional distribution of DD Forms 250 is to be made to the following address(es):

**NONE**

(b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U.S. Government or to a foreign destination.

(c) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, Material Inspection and Receiving Report, Special Distribution, shall be forwarded to the "ship to" address designated in the contract.

**PART I - THE SCHEDULE  
SECTION F  
DELIVERIES OR PERFORMANCE**

F-14.	<b>PERIOD OF CONTRACT</b> (IAW FAR 11.401(a))	
This contract shall be in effect from the effective date of the contract thru <b><u>30 Sep 2003, or 30 Sep 2006 if option is exercised.</u></b>		
F-23.	<b>52.211-16 VARIATION IN QUANTITY</b> (IAW FAR 11.703(a))	APR 1984
<b>See schedule for percentage of increase or decrease.</b>		
F-24.	<b>52.211-17 DELIVERY OF EXCESS QUANTITIES</b> (IAW FAR 11.703(b))	SEP 1989
F-26.	<b>52.242-15 STOP-WORK ORDER</b> (IAW FAR 42.1305(b)(1)) (90 days is changed to 60 days)	AUG 1989
F-27.	<b>52.242-15 STOP-WORK ORDER -- ALTERNATE I</b> (IAW FAR 42.1305(b)(2)) (90 days is changed to 60 days)	APR 1984

JUN 1988

F-78. 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE JAN 1991  
SHIPMENTS  
(IAW FAR 47.303-17(f))

JUL 1997

JUL 1997

(a) Transportation of hazardous materials/waste under this contract shall be in accordance with all local, State and Federal regulations governing hazardous waste transport including Title 49 CFR, Transportation, as prescribed by the Department of Transportation. The contractor and all vehicles used for transporting hazardous material/waste, shall be properly licensed, certified and insured for transporting hazardous material/waste in accordance with all local, State and Federal regulations governing the routes over which the hazardous materials/waste are transported. The contractor shall insure that all hazardous material/waste to be transported is properly manifested and all vehicles are properly marked.

(b) The contractor shall immediately notify the Contracting Officer if, during performance of the contract, any licenses, permits, certifications or insurance have been revoked or reduced that affect the contractor's ability to transport hazardous material in accordance with all local, State and Federal regulations governing hazardous materials transportation.

(c) Hazardous materials/waste to be disposed under this contract shall be disposed of in accordance with all local, State and Federal regulations including Title 40, CFR, parts 260-275. Disposal sites for use under this contract must have all the local, State and Federal permits required for the hazardous material/waste to be disposed.

(d) The contractor shall immediately notify the Contracting Officer of revocation or modification to any local, State or Federal permits required by disposal sites contemplated for use under this contract.

(e) This provision is a material part of the contract and failure to comply with this provision can result in a termination for default.

H-912. **ACCOUNTABILITY OF GOVERNMENT FURNISHED PROPERTY**

All Government Property previously accounted for under F04735-98-C-0001 and all current spares/orders are transferred to and are now accountable under this contract. Additionally, all Government Property subsequently procured or furnished under the previous accountable contracts is accountable under this contract.

Government Property is listed on the following official property records:

<u>ITEMS</u>	<u>TYPE OF PROPERTY</u>	<u>REPORT NO</u>	<u>DATE</u>
4,605	Special Tooling \$89,775,900.00 Other plant eq. Agency peculiar (CICN)	DPR09-321	6-26-98
39,787	Special Tooling N/A	J4710-B	6-26-98
18,407	Material Bldg 609 \$66,242,016.00	DPR16-487X	7-16-98
12,197	Bldg 752 \$28,341,745.00 Ven 117FT	Site 7 DOR	6-30-98
4,769	Bldg 730 \$25,608,077.00 Ven 60200	Site 7 DOR	6-30-98
2,551	Bldg 730 \$4,164,674.00 Ven 60204	Site 7 MSP	6-30-98

Bldg 720 Site 7 W/H  
14,813 \$235,509,192.49

9-16-98

H-913. **OPTION TO EXTEND THE ORDERING PERIOD**

The Government may require the delivery of the services, identified in the schedule as an option, in the quantity and at the price stated in the schedule. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to 30 Sep 03; provided that the Government shall give the Contractor preliminary written notice of its intent to exercise the option within 60 days of the actual exercise of the option. The total duration of this contract, including the exercise of the option under this clause shall not exceed 30 Sep 06.

H-914. **FINAL CONTRACT CLOSE-OUT**

The target price of this contract excludes any cost for final contract or delivery order close-out such as costs for packing, crating, handling, removal and restoration, storage, shipment or other disposition of Government-owned special tooling and test equipment, residual material, work-in-process, other government property, as well as documentation accountable under this contract. Notwithstanding FAR 52.245-5 (Government Property - CR, T&M, or LH Contract) and FAR 52.246-6 (Termination - CR) and in the event a follow-on Total system Performance Responsibility (TSPR) contract is not awarded, the contractor shall be entitled to an equitable adjustment for performing final contract/delivery order close-out as directed by the contracting officer.

H-915. **STABILIZED FUNDING AND ACHIEVEMENT OF SAVINGS**

The parties recognize and agree that the contract value reflects the Government's \$80M cost savings goal over eight years. Achievement of this goal and agreement on contract value were based upon Government's commitment to stabilized funding over the contract period of performance which is defined as funding the annual requirement at the negotiated price. Should the Government be unable to fund each annual contract at the negotiated fiscal year level, Contractor shall be entitled to an equitable adjustment in cost and fee (award, cost incentive and performance incentive) in addition to the renegotiation of the \$80M savings goal.

H-916. **INCENTIVE FEE BILLING/PAYMENT**

(a) The procedures described in this clause apply to the performance incentive and the cost incentive elements of the contract. The Contractor may earn a quarterly incentive fee on the basis of monthly performance during the course of this contract. The maximum fee amount shall not exceed 85% of the total annual available performance and cost incentive amount. The Contracting Officer shall establish the amount of quarterly payment authorized.

(1) The contractor is authorized to bill monthly for performance incentive fee at the rate of .4958 applied to the quarterly pool. Quarterly, the fee shall be adjusted upward or downward and finally adjusted at the end of each fiscal year based upon the cumulative variance. Quarterly performance incentive fee shall be calculated and authorized for payment in accordance with F-117 TSPR Performance Metrics.



(2) Quarterly cost incentive fee is the quarterly fee earned for the 50/50 share portion for every dollar that the total allowable cost is less or more than the estimated costs. Cost incentive fee shall be calculated at the end of each quarter based upon cumulative variance to target cost. contract Exhibit A, Data Item A0300, applies.

(b) Monitoring of Performance: The program manager shall continually monitor the Contractor's performance. The System Program Director (SPD) shall forward a written performance report to the Contracting Officer within five working days of the end of each quarter. The Contracting Officer shall issue a unilateral delivery order modification within three working days after receipt of the SPD's recommendation. After receipt of this modification, the Contractor shall invoice for the earned fee.

(c) The Contractor may submit a written self-evaluation prior to the end of the quarter.

(d) Notwithstanding any fee payments, the Contracting Officer shall follow the provisions of FAR 52.216-20, Incentive Fee (Deviation), to determine the final performance and cost incentive fee. In the event the amount of fee earned is less than the sum of the fee payments made, the contractor shall promptly credit or refund the difference to the Government as directed by the Contracting Officer and in accordance with FAR 32.6, Contract Debts.

H-917.

#### **STREAMLINING EEOC CERTIFICATION PROCESS**

SEP 1998

Notwithstanding any other provision to the contrary, effective immediately and continuing throughout the performance of this contract, the Contractor may satisfy the requirement to obtain from subcontractors, the certifications and representations contained in FAR 52.222-21, Certification of Nonsegregated Facilities; FAR 52.222-22, Previous Contracts and Compliance Reports; and FAR 52.222-25, Affirmative Action Compliance, by including the following language in all solicitations and purchase orders which are not exempt from the requirements of FAR 52.222-26, Equal Opportunity.

This clause contains certifications and representations that are material representations of fact upon which Lockheed Martin will rely in making awards to Seller. By submitting its written offer, or providing oral offers/quotations at the request of Lockheed Martin, or accepting any purchase order, including oral orders from Lockheed Martin, Seller represents and certifies as set forth below in this clause. Seller shall immediately notify Lockheed Martin of any change of status with regard to these certifications and representations.

(a) Certification of Nonsegregated Facilities. (Applicable to solicitations and purchase order \$10,000 which are not exempt from the requirements of the Equal Opportunity clause, FAR 52.222-26). (1) "Segregated facilities" as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. (2) Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to

perform their services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in the purchase order, (3) Seller further agrees that (except where it has obtained identical certifications from proposed lower tier subcontractors for specific time periods) Seller will: (i) obtain identical certifications from proposed lower tier subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause; (ii) retain the certifications in the files; and (iii) forward the following notice to the proposed lower tier subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted before the award of a lower tier subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(b) Previous Contracts and Compliance Reports. Seller represents (i) that if Seller has participated in a previous contract or subcontract subject either to the Equal Opportunity clause (FAR 52.222-26) of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, (ii) that Seller has filed all required compliance reports, and (iii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(c) Affirmative Action Compliance. Seller represents (1) that Seller has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Seller will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this purchase order.

H-918. **SUBCONTRACTOR SPI ENABLING PROVISION**  
SEP 1998

To the extent that any contract requirement flowed down to the contractor's subcontractors are inconsistent with SPI processes already authorized by the Government for use at the subcontractor's facility, the prime contractor is authorized to supersede those prime contract requirements when substituting and approved SPI process at a subcontractor's facility(ies) for work to be performed for the prime contractor. Except as provided in any prime contractor-adopted, Government-approved SPI process, all other terms and conditions of the contract remain unchanged and in full force and effect.

H-919. **SISTER COMPANY SPI ENABLING PROVISION**  
SEP 1998

To the extend that any contract requirements flowed down to the contractor's sister companies ("sister company" is defined as another division, company or operating entity within the same corporation) are inconsistent with SPI processes already authorized by the Government for use at the sister company's facility, the prime contractor is authorized to supersede those prime contract requirements when substituting an approved SPI process at a sister company's facility(ies) for work to be performed for the prime contractor. Except as

provided in any prime contractor-adopted, Government-approved SPI process, all other terms and conditions of the contract remain unchanged and in full force and effect.

H-920.  
SEP 1998

**STREAMLINING THE RELEASE OF SHIPMENTS**  
**(ALTERNATE RELEASE)**

Notwithstanding any other provision to the contrary, effective immediately and continuing throughout the performance of this contract, the Contractor Quality Assurance Representative is authorized to sign the alternate release Statement on the DD250 Form and releasing supplies for shipment.

It is further agreed that, during the transition to this process, Contractor processes and systems shall be compliant with the current contractual requirements or the new process. This process is being proposed as part of the Total System Performance Responsibility (TSPR) or Contractor Logistics Support (CLS) for the F-117A Program.

The savings/cost avoidance for this single process block change proposal are not significant in terms of dollars or contract value. This change will eliminate delays in the Release of Shipment Process that can save hours to days in the delivery process. It will also free DLA personnel to perform technical functions.

H-921.  
SEP 1998

**QUALITY ASSURANCE SYSTEM**

Notwithstanding any other provision to the contrary, effective immediately and continuing throughout the performance of this contract, the Contractor is authorized to implement International Organization for Standardization 9000 series ANSI/ASQC Q9001 (American National Standards Institute/American Society Quality Control) as a replacement for MIL-Q-9858A to govern Quality Assurance requirements.

The contractor shall comply with the requirements of ANSI/ASQC Q9001 or ISO 9001, or the latest version in effect at the time of quality manual generation. ANSI/ASQC Q9001 shall be implemented as a specified replacement for MIL-Q-9858 requirements.

Government Rights. The quality system procedures, planning, and all other documentation, media and data which comprise the quality system shall be available upon request to the Government. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and adequacy of the implementing procedures at the Contractor or Subcontractor's facilities. The Government reserves the right to disapprove the quality system or portions thereof, if it fails to meet its intended objectives or when nonconformance trends indicate degradation of the quality system effectiveness.

The DLA-Palmdale Office, acting as the Second-party certification to LMSW's ISO 9001 System, completed the ISO 9001 Compliance Audit on 30 Mar 97 and presented LMSW with an ISO Certification on 9 May 97.

Due to the similarities between existing LMSW systems practices and ISO 9001 criteria, no direct contract cost savings by the Contractor are expected. Implementation costs are anticipated as limited to those associated with system

analysis and documentation development.

H-922. **SUPPLEMENT TO DFARS 252.227-7025**  
SEP 1998

To supplement DFARS 252.227-7025, the Government agrees as follows:

The Government will inform the contractor as soon as practicable of the suit or notice of claim alleging, or in any way related to, an alleged contractor action in violation of this Article as to which the Government might have an indemnity claim hereunder and shall be given such opportunity as is afforded by applicable laws, rules or regulations to participate in its defense.

H-923. **PRE-EXERCISE OPTION ADJUSTMENTS**  
SEP 1998

(a) Purpose - This clause is applicable only to the target price in the option years. The intent of this clause is to prevent impact to the target cost from events outside the contractors control that were not reasonably foreseeable at the time the target cost was established. As provided below, the option adjustment could result in changes to the target cost, performance incentive fee and award fee.

(b) Timing - This adjustment calculation will be made prior to the exercise of the option. In the event the parties cannot come to agreement concerning adjustment of the option in a reasonable time prior to the date for option exercise, the Government may unilaterally adjust the target cost and fees subject to the disputes clause of the contract.

(c) Procedure - Adjustments will be made if one or more of the conditions set forth below exist. Both parties agree to assist the other with information regarding these conditions. Either party may demonstrate that one or more of these conditions exist. Upon demonstration by either party that one or more of the conditions exist that the negotiated cost/target cost (including previously incorporated changes) of the next fiscal year would have a net change (upward or downward) of greater than or equal to 2% (in other words, a 2% trigger band), the parties will negotiate an adjustment to the option target cost and fees. Sufficient data will be submitted to support the accuracy and reliability of any costs or estimates in the requested adjustment. The adjustment may be upward or downward.

(d) Conditions -

(1) Rate fluctuation - Any net change to the rates used to price the options, in comparison with the then latest proposed Forward Pricing Rate Agreement (FPRA) or negotiated FPRA for overhead, General & Administrative (G&A), facilities capital cost of money (FCCOM), and direct labor. In the event an FPRA is not available, rates will be negotiated between LMSW and the cognizant administrative contracting office for the purpose of making this adjustment. In the event LMSW and the cognizant administrative contracting officer are unable to negotiate rates for the purpose of this clause, the cognizant procuring contracting officer will negotiate the rates for the adjustment with LMSW.

(2) Supplier Mortality - Any change in the direct costs as initially priced

in this contract because the supplier is no longer in the Defense Aerospace business or has discontinued the product/service that is provided by the supplier. The suppliers to which this clause applies are:

<u>Commodity</u>	<u>Supplier</u>
Actuators	AlliedSignal ECS, APU,
Digital Brake Control Box	Aircraft Braking Systems Brakes,
Management System, 1760	Dynamic Controls Hamilton Stores
Standard	
GE Aircraft Engines	Upgrade
GDE Systems	Engines
Planning (Software)	Mission
Harris Corp	
Map Display, Magnetic	Moving
Storage Device	
Honeywell	Multi
Purpose Display	
Lear Astronics Corp	NIAC
Parker-Hannifin Corp	Hydraulic
Valves, AMAD	
Raytheon TI	IRAD
Smiths Industries	Expanded
Data Transfer System	
Gear Systems	AMAD
Gearbox	
Leland Aerospace	Generator
Converter Unit (GCU)	
Sunstrand Aerospace	Air
Turbine Starter	
Ametek Aerospace	
Indicators, Eng Perf, fuel, proc,	
detectors, transmitters, liquids	
Tactair Fluids Controls	Steer
Damper	
Lucas Aerospace	PTO Shaft
Gamma Scientific	GS1010
Display Set	
Northrup-Grumman Corp	Systems
DCHS	Stores
Management System	
Loral	Weapon
System Computer	
Raytheon Hugh's	Weapon
System Trainer ISF	
Systems Planning Corp	
Diagnostic Imaging Radar (DIR)	
System	
Sierracin	
Windshields	
Lockheed Martin Missiles	Body

Brick and Block  
and Space  
Hexel  
Materiel  
Menasco  
Gear

Core

Landing

(3) Extraordinary Events - Any change in the total direct cost as set forth in the negotiated target cost of this contract, resulting from events such as, but not limited to:

- (i) Acts of God or a public enemy;
- (ii) Natural, accidental, or third party cause disasters such as fires, floods, epidemics, earthquakes, and unusually severe weather; and
- (iii) Other significant events such as strikes, freight embargoes, or quarantine restrictions.

(4) New Compliance Requirements - Any change in the negotiated target cost of this contract resulting from LMSW's implementation of any law, regulation, ordinance, permit change or ruling (made in the sovereign capacity (as opposed to the contractual capacity of the governmental or regulatory body involved) effective after the final negotiation date of the initial option pricing. No adjustment will be made for:

- (i) Those laws, regulations, ordinances, permit changes or rulings adopted prior to the final negotiation date;
- (ii) Those regulations, ordinances, permit changes or rulings that are proposed and published prior to the final negotiation date and which have been included in the proposed option prices;
- (iii) Corporate Income Tax Legislation; and
- (iv) Eminent Domain Procedure.

(5) Changes in Rent-Free use of Government Facilities - Any change in the negotiated target cost of this contract resulting from changes in authorization for rent-free use resulting from Government action. The facilities which are included in the initial pricing as being provided rent-free are set forth in Clause H-516.

(e) Calculation example:

(Amounts included below are for example purposes only)

(1) assumptions and Circumstances. Prior to exercise of Fiscal Year Order, the following circumstances exist:

- (i) Rate Fluctuations. The rate fluctuation impact results in a net impact of +\$10 million.
- (ii) Supplier Mortality. The landing gear supplier closes its business and LMSW must qualify a new source. The impact on direct cost is +\$5 million.

(iii) New Compliance Requirements. The Southern California Air Quality Management District issues rules that bar spray coating of aircraft. The number of hours to paint an aircraft increases by 500%. The impact on direct costs not covered by the rate fluctuation adjustment is +\$5 million.

(2) Computations.

(i) Adjustments

\$10.0M	Rate Impact	
	Supplier Mortality Impact	\$ 5.0M
	New Compliance Impact	<u>\$ 5.0M</u>
	Net Non-Material Impact	\$20M

The target cost for the fiscal year is \$100.0M. \$20M equates to 20.0% of the target cost; therefore, the 2% trigger has been exceeded.

(ii) Adjustment - The target cost would be adjusted upward by 20% and the fee structure adjusted proportionally to reflect this impact.

**PART II - CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

R 52.252-2 **CLAUSES INCORPORATED BY REFERENCE** FEB 1998  
(IAW FAR 52.107(b))

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/far/far1toc.htm>  
<http://farsite.hill.af.mil/reghtml/dfars/dfar1toc.htm>  
<http://farsite.hill.af.mil/reghtml/affars/affar1toc.htm>  
<http://farsite.hill.af.mil/reghtml/afmcfars/afmc1toc.htm>

**NOTE:** After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

FAR PARA	CLAUSE	TITLE	DATE
I-11.	52.202-1	<b>DEFINITIONS</b> (IAW FAR 2.201)	OCT 1995
I-19.	52.203-3	<b>GRATUITIES</b> (IAW FAR 3.202)	APR 1984
I-20.	52.203-5	<b>COVENANT AGAINST CONTINGENT FEES</b> (IAW FAR 3.404)	APR 1984
I-21.	52.203-6	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> (IAW FAR 3.503-2)	JUL 1995
I-22.	52.203-7	<b>ANTI-KICKBACK PROCEDURES</b> (IAW FAR 3.502-3)	JUL 1995
I-23.	52.203-8	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(a))	JAN 1997
I-25.	52.203-10	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(b))	JAN 1997
I-25C.	52.203-12	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> (IAW FAR 3.808(b))	JUN 1997
I-27.	52.204-2	<b>SECURITY REQUIREMENTS</b> (IAW FAR 4.404(a))	AUG 1996
I-39. 1996	52.204-4	<b>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER</b> (IAW FAR 4.304)	JUN 1996
I-78.	52.209-6	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b> (IAW FAR 9.409(b))	JUL 1995
I-83.	52.211-5	<b>MATERIAL REQUIREMENTS</b> (IAW FAR 11.302)	OCT 1997
I-102. 1990	52.211-15	<b>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</b> (IAW FAR 11.604(b))	SEP 1990
I-128.	52.215-2	<b>AUDIT AND RECORDS--NEGOTIATION</b> (IAW FAR 15.209(b)(1))	AUG 1996
I-129G. 1997	52.215-8	<b>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</b> (IAW FAR 15.209(h))	OCT 1997
I-133C.	52.215-10	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA</b> (IAW FAR 15.408(b))	OCT 1997
I-135C.	52.215-12	<b>SUBCONTRACTOR COST OR PRICING DATA</b> (IAW FAR 15.408(d))	OCT 1997
I-137C.	52.215-14	<b>INTEGRITY OF UNIT PRICES</b> (IAW FAR 15.408(f)(1))	OCT 1997
I-138C.	52.215-14	<b>INTEGRITY OF UNIT PRICES -- ALTERNATE I</b> (IAW FAR 15.408(f)(2))	OCT 1997



I-139C. 1997	<b>52.215-15</b>	<b>TERMINATION OF DEFINED BENEFIT PENSION PLANS</b>  (IAW FAR 15.408(g))	OCT
-146C.	<b>52.215-18</b>	<b>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</b> (IAW FAR 15.408(j))	OCT 1997
I-147J.	<b>52.215-19</b>	<b>NOTIFICATION OF OWNERSHIP CHANGES</b> (IAW FAR 15.408(k))	OCT 1997
-147K.	<b>52.215-21</b>	<b>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS</b> (IAW FAR 15.408(m))	OCT 1997
I-153.	<b>52.216-7</b>	<b>ALLOWABLE COST AND PAYMENT</b> (IAW FAR 16.307(a)(1))	APR 1998
I-157.	<b>52.216-10</b>	<b>INCENTIVE FEE</b> (IAW FAR 16.307(d))  (DEVIATION)	MAR 1997

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in

the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e)(1) Fee payable. The fee payable under this contract shall have two components, a performance incentive and a cost incentive as follows:

a. The Government will pay the contractor a performance incentive, not to exceed, the amount of the target fee identified in the schedule. The performance criteria and the method of calculating the earned incentive fee are described in the contract attachment "F-117 TSPR Performance Metrics." The contractor shall achieve a year end score of at least 500 points to participate in the cost incentive portion of the incentive fees.

b. The cost incentive fee payable under this contract shall be the earned target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. The 50 cents for every dollar decrease will continue until the target fee is reduced to zero. The 50 cents for every dollar decrease will then be applied to the earned annual award fee under the provisions of Clause 5352.216-9003 - Award Fee.

The earned award fee may be decreased to a minimum of zero.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in subparagraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance-Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise

specifically provided in this contract.

(f) **Contract modification.** The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) **Inconsistencies.** In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

**ORDERING** OCT 1995  
(IAW FAR 16.506(a))

For the purposes of this clause the blank(s) are completed as follows:

(a) issued from 01 OCT 1998 through 30 SEP 2006, IF OPTION IS EXERCISED

**ORDER LIMITATIONS** OCT 1995  
(IAW FAR 16.506(b))

For the purposes of this clause the blank(s) are completed as follows:

(a) \$1,000.00

(b) (1) 300 MILLION

(b) (2) 200 MILLION

(b) (3) 30 DAYS

(d) 30 DAYS

**REQUIREMENTS** OCT 1995  
(IAW FAR 16.506(d)(1))

For the purposes of this clause the blank(s) are completed as follows:

(f) Contractor shall not be required to make any deliveries under this contract after **30 SEP 2006, IF OPTION IS EXERCISED.**

**INDEFINITE QUANTITY** OCT 1995  
(IAW FAR 16.506(e))

For the purposes of this clause the blank(s) are completed as follows:

(d) Contractor shall not be required to make any deliveries under this contract after **30 SEP 2006, IF OPTION IS EXERCISED.**

I-214. 1997	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND	JUN
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## WOMEN-OWNED SMALL BUSINESS CONCERNS

(IAW FAR 19.708(a))

I-215. 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED AUG 1996  
SMALL BUSINESS SUBCONTRACTING PLAN

(IAW FAR 19.708(b)(1))

I-216C. 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED MAR 1996  
SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II

(IAW FAR 19.708(b)(1)(iii))

I-223.       **52.219-16**               **LIQUIDATED DAMAGES--SUBCONTRACTING PLAN**               OCT 1995  
                    (IAW FAR 19.708(b)(2))

NOTICE TO THE GOV

46	52-222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL, 1990
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(IAW FAR 22.103-5 (b))

For the purposes of this clause the blank(s) are completed as follows:

(a) does not exceed **\$6,952,903.00**

I-263.        52.222-20        WALSH-HEALEY PUBLIC CONTRACTS ACT        DEC 1996  
                              (IAW FAR 22.610)

## EQUAL OPPORTUNIT

(DEVIATION)

(IAW FAR 22

11 Feb 98 (DAR Tracking #98-00002))

**AFFIRMATIVE ACTION FOR DISABLED**

1998 VETERANS OF THE VIETNAM ERA

I-276.	52.222-36	(IAW FAR 22.1308(a)(1), and DFARS 222.1308(a)(1)) <b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</b>	
JUN 1998			
I-278.	52.222-37	(IAW FAR 22.1408(a)) <b>EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA</b>	APR 1998
		(IAW FAR 22.1308(b))	
I-292.	52.223-2	<b>CLEAN AIR AND WATER</b>	APR 1984
		(IAW FAR 23.105(b))	
I-293.	52.223-3	<b>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA</b>	JAN 1997
		(DEVIATION)	
		(IAW FAR 23.303(a))	

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous according to Federal Standard No. 313D.

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause and which requires a Material Safety Data Sheet Under 29 CFR 1910.1200, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

(b)	Material	Identification No.
	(If none, insert None)	

<u>See Attached</u>	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and Federal Standard No. 313D, with the exception of paragraphs 4.2.2, 4.2.4, 4.3.3, 4.3.4, and 4.3.5, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313D, with the exception of paragraphs 4.2.2, 4.2.4, 4.3.3, 4.3.4, and 4.3., whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

I-294. 52.223-5  
APR 1998

**POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION**

I-295.	<b>52.223-6</b>	(IAW FAR 23.1005) <b>DRUG-FREE WORKPLACE</b> (IAW FAR 23.505)	JAN 1997
I-311.	<b>52.225-10</b>	<b>DUTY-FREE ENTRY</b> (IAW FAR 25.605(a))	APR 1984
For the purposes of this clause the blank(s) are completed as follows:			
(f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."			
I-312.	<b>52.225-11</b>	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b> (IAW FAR 25.702)	OCT 1996
I-314D. 1996	<b>52.226-1</b>	<b>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</b> (IAW FAR 26.104(a))	SEP
I-315.	<b>52.227-1</b>	<b>AUTHORIZATION AND CONSENT</b> (IAW FAR 27.201-2(a))	JUL 1995
I-317.	<b>52.227-2</b>	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS</b> (IAW FAR 27.202-2)	AUG 1996
I-326.	<b>52.227-10</b>	<b>FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER</b> (IAW FAR 27.207-2)	APR 1984
I-337. 1997	<b>52.228-5</b>	<b>INSURANCE--WORK ON A GOVERNMENT INSTALLATION</b> (IAW FAR 28.310)	JAN
I-339.	<b>52.228-7</b>	<b>INSURANCE--LIABILITY TO THIRD PERSONS</b> (IAW FAR 28.311-1)	MAR 1996
I-353.	<b>52.229-4</b>	<b>FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)</b> (IAW FAR 29.401-4)	JAN 1991
I-368.	<b>52.230-2</b>	<b>COST ACCOUNTING STANDARDS</b> (IAW FAR 30.201-4(a)(1))	APR 1998
I-372.	<b>52.230-6</b>	<b>ADMINISTRATION OF COST ACCOUNTING STANDARDS</b> (IAW FAR 30.201-4(d)(1))	APR 1996
I-383.	<b>52.232-1</b>	<b>PAYMENTS</b> (IAW FAR 32.111(a)(1))	APR 1984
I-391.	<b>52.232-8</b>	<b>DISCOUNTS FOR PROMPT PAYMENT</b> (IAW FAR 32.111(c)(1))	MAY 1997
I-394.	<b>52.232-11</b>	<b>EXTRAS</b> (IAW FAR 32.111(d)(2))	APR 1984
I-400.	<b>52.232-16</b>	<b>PROGRESS PAYMENTS</b> (IAW FAR 32.502-4(a)) (Applicable to FFP delivery orders only)	JUL 1991
I-403.	<b>52.232-17</b>	<b>INTEREST</b> (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
I-404.	<b>52.232-18</b>	<b>AVAILABILITY OF FUNDS</b> (IAW FAR 32.705-1(a))	APR 1984
I-408.	<b>52.232-22</b>	<b>LIMITATION OF FUNDS</b> (IAW FAR 32.705-2(c)) (change to 85% and 30 days)	APR 1984
I-409.	<b>52.232-23</b>	<b>ASSIGNMENT OF CLAIMS</b>	JAN 1986

I-410. 52.232-23 (IAW FAR 32.806(a)(1)) **ASSIGNMENT OF CLAIMS -- ALTERNATE I** APR 1984  
(IAW FAR 32.806(a)(2))

I-412. 52.232-25 **PROMPT PAYMENT** JUN 1997  
(IAW FAR 32.908(c))

For the purposes of this clause the blank(s) are completed as follows:  
(a)(5)(i) 7th

(b)(1) 7th

I-416F. 52.232-33 **MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT** AUG 1996  
(IAW FAR 32.1103(a) and (c))

I-417. 52.233-1 **DISPUTES** OCT 1995  
(IAW FAR 33.215)

I-419. 52.233-3 **PROTEST AFTER AWARD** AUG 1996  
(IAW FAR 33.106(b))

I-420. 52.233-3 **PROTEST AFTER AWARD -- ALTERNATE I** JUN 1985  
(IAW FAR 33.106(b))

I-529. 52.242-1 **NOTICE OF INTENT TO DISALLOW COSTS** APR 1984  
(IAW FAR 42.802)

I-532. 52.242-4 **CERTIFICATION OF FINAL INDIRECT COSTS** JAN 1997  
(IAW FAR 42.703-2(f))

(c) The certificate of final indirect costs shall read as follows:

**CERTIFICATE OF FINAL INDIRECT COSTS**

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

I-538. 52.242-10 **F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR** APR 1984

**PREPAID POSTAGE**

I-541. 52.242-13 (IAW FAR 42.1404-2(a)) **BANKRUPTCY** JUL 1995  
(IAW FAR 42.903)

I-546. 52.243-1 **CHANGES--FIXED-PRICE** AUG 1987  
(IAW FAR 43.205(a)(1))  
(REPLACE 30 DAYS WITH 90 DAYS)

I-552. 52.243-2 **CHANGES--COST-REIMBURSEMENT** AUG 1987  
(IAW FAR 43.205(b)(1))  
(REPLACE 30 DAYS WITH 90 DAYS)

I-554. 52.243-2 **CHANGES--COST-REIMBURSEMENT -- ALTERNATE II** APR 1984  
(IAW FAR 43.205(b)(3))  
(REPLACE 30 DAYS WITH 90 DAYS)



I-568.   **52.244-1**                 **SUBCONTRACTS (FIXED-PRICE CONTRACTS)**                                 OCT 1997  
  (IAW FAR 44.204(a)(1))

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

**NONE**

I-570.	52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (IAW FAR 44.204(b))	OCT 1997
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(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

**NONE**

I-570C.      52.244-2      SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER AUG 1996  
CONTRACTS -- ALTERNATE I  
(IAW FAR 44.204(b))

I-573.       **52.244-5**                      **COMPETITION IN SUBCONTRACTING**  
                         (IAW FAR 44.204(e))  
 DEC 1996

I-574.           **52.244-6**                      **SUBCONTRACTS FOR COMMERCIAL ITEMS AND**                      APR 1998  
                               **COMMERCIAL COMPONENTS**  
                               (IAW FAR 44.403)

I-580. 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) DEC 1989  
(DEVIATION)  
(IAW FAR 45.106(b)(1), and DDP Memo dated  
01 Oct 97, DAR Tracking #97-00007)

I-581. 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) -- APR 1984  
ALTERNATE I  
(DEVIATION)  
(IAW FAR 45.106(b)(2), and DDP Memo dated  
20 Jun 97, DAR Tracking #97-00002)

I-585. 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) JAN 1986  
(IAW FAR 45.106(f)(1), and DDP Memo dated 20 Jun 97, DAR Tracking #97-00002)

I-628.           **52.246-24**                 **LIMITATION OF LIABILITY--HIGH-VALUE ITEMS**      FEB 1997  
                                (IAW FAR 46.805)

I-630.           **52.246-25**                 **LIMITATION OF LIABILITY--SERVICES**                                 FEB 1997  
                                    (IAW FAR 46.805)

I-636. 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS APR 1984  
(IAW FAR 47.104-4(a), and (b))

I-667.           **52.247-67**                   **SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO**  
JUN 1997  
**THE GENERAL SERVICES ADMINISTRATION FOR AUDIT**  
**(IAW FAR 47.104-4(c))**

I-671. 52.248-1 VALUE ENGINEERING MAR 1989

**(DEVIATION)**(IAW FAR 48.201(b), and DDP Memo dated 27 Jun 97,  
DAR Tracking #97-00005)I-684. 52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT** SEP  
1996**(FIXED-PRICE)**

(IAW FAR 49.502(b)(1)(i))

I-692. 52.249-6 **TERMINATION (COST-REIMBURSEMENT)** SEP 1996

(IAW FAR 49.503(a)(1))

I-699. 52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** APR 1984

(IAW FAR 49.504(a)(1))

I-710. 52.249-14 **EXCUSABLE DELAYS** APR 1984

(IAW FAR 49.505(d))

I-723. 52.251-1 **GOVERNMENT SUPPLY SOURCES** APR 1984

(IAW FAR 51.107)

I-732. 52.252-4 **ALTERATIONS IN CONTRACT** APR 1984  
(IAW FAR 52.107(d))

Portions of this contract are altered as follows:

I-733. 52.252-6 **AUTHORIZED DEVIATIONS IN CLAUSES** APR 1984  
(IAW FAR 52.107(f))

For the purposes of this clause the blank(s) is/are completed as follows:

(b) Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2)I-750. 52.253-1 **COMPUTER GENERATED FORMS** JAN 1991

(IAW FAR 53.111)

IA-22. 252.203-7001 **SPECIAL PROHIBITION ON EMPLOYMENT** JUN 1997

(IAW DFARS 203.570-5)

IA-24. 252.203-7002 **DISPLAY OF DOD HOTLINE POSTER** DEC 1991

(IAW DFARS 203.7002)

IA-33. 252.204-7003 **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** APR  
1992

(IAW DFARS 204.404-70(b))

IA-40. 252.205-7000 **PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT**

DEC 1991

**HOLDERS**

(IAW DFARS 205.470-2)

IA-90. 252.209-7000 **ACQUISITION FROM SUBCONTRACTORS SUBJECT TO  
ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE  
NUCLEAR FORCES (INF) TREATY** NOV 1995

(IAW DFARS 209.103-70)

IA-152. 252.215-7000 **PRICING ADJUSTMENTS** DEC 1991

(IAW DFARS 215.804-8)

IA-157. 252.215-7002 **COST ESTIMATING SYSTEM REQUIREMENTS** JUL 1997

(IAW DFARS 215.811-70(h))

IA-225. 252.219-7003 **SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED** APR 1996**SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)**

(IAW DFARS 219.708(b)(1)(A))

A-227. 252.219-7005 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, NOV  
1995

SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK  
COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS  
(IAW DFARS 219.708(c)(1)(A))

For the purposes of this clause the blank is completed as follows:

(a) 1 percent

A-269. 252.223-7001 HAZARD WARNING LABELS DEC 1991  
(IAW DFARS 223.303)

For the purposes of this clause, the offeror shall complete the following:

MATERIAL (If None, Insert "None.") ACT

NONE

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IA-280. 252.223-7004 DRUG-FREE WORK FORCE SEP 1988  
(IAW DFARS 223.570-4(a))

IA-282. 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC APR  
1993

AND HAZARDOUS MATERIALS

(IAW DFARS 223.7103)

IA-287. 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS MAR 1998  
PROGRAM

(IAW DFARS 225.109(d))

(The Balance of Payments Program is not applicable when the estimated cost of  
the product or service is at or below the Simplified Acquisition Threshold)

IA-288. 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DEC  
1991

(IAW DFARS 225.109-70(a))

(The Balance of Payments Program is not applicable when the estimated cost of  
the product or service is at or below the Simplified Acquisition Threshold)

A-291G. 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY MAR 1998  
(IAW DFARS 225.605-70(e))

Supplies to be accorded duty-free entry: **NONE**

IA-292. **252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END**  
MAR 1998

**PRODUCTS AND COMPONENTS)**  
(IAW DFARS 225.605-70(a))

-292C. **252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS** MAR 1998  
(IAW DFARS 225.605-70(c))

For the purposes of paragraph (d) of this clause, the CAO is listed on the front page of this document and the corresponding Activity Address number is in Appendix G of the Defense FAR Supplement.

IA-293. **252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** SEP 1997  
(IAW DFARS 225.7002-3(a))

IA-295. **252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS** MAR 1998  
(IAW DFARS 225.7002-3(b))

A-297. **252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND** FEB 1998  
**ROLLER BEARINGS**  
(IAW DFARS 225.7019-4, and D.L. 98-010 dated 22 May 98 (DFARS Case 97-D321))

(Clause is not applicable when items acquired overseas are for use overseas)

IA-312. **252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS** JUN 1997  
(IAW DFARS 225.7102-4(a))

IA-312C. **252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE** MAR 1998

**UNITED STATES**

(IAW DFARS 225.7203)

IA-312H. **252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL** JUN 1992  
(IAW DFARS 225.770-5)

A-332. **252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS** NOV 1995  
(IAW DFARS 227.7102-3(b), and 227.7103-6(a))

(e) (3) The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical Data	Asserted	Name of
person		
to be Furnished	Basis for Rights	
Asserting		
With Restrictions*	Assertion**	
Category***	Restrictions****	
<u>Process Bulletins</u>	<u>Developed</u>	<u>1) Limited</u>
<u>Special Project</u>	<u>at private</u>	<u>in Data</u>
<u>Material Specifi-</u>	<u>expense</u>	
2) Restricted in		
<u>cations</u>		
associated soft-		
<u>Special Project</u>		<u>ware</u>
<u>Process Specifi-</u>		
<u>cations</u>		
<u>Process Specifi-</u>		

\_\_\_\_\_  
cations \_\_\_\_\_

\_\_\_\_\_  
"G" Specifications \_\_\_\_\_  
\_\_\_\_\_

\* If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\* Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

Date 20 Aug 98  
Printed Name and Title S.A. Meredith  
Manager of Contracts  
Signature \_\_\_\_\_  
(End of identification and assertion)

(f) (2) Government purpose rights markings.  
Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

**GOVERNMENT PURPOSE RIGHTS**

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_  
\_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of Legend)

(3) Limited rights markings.

Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

**LIMITED RIGHTS**

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

- (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number)\_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier)\_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

- |                 |                     |   |          |
|-----------------|---------------------|---|----------|
| IA-336.<br>1995 | <b>252.227-7014</b> | <b>RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND</b><br><br><b>NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION</b><br>(IAW DFARS 227.7203-6(a)(1))  | JUN      |
| IA-337D.        | <b>252.227-7016</b> | <b>RIGHTS IN BID OR PROPOSAL INFORMATION</b><br>(IAW DFARS 227.7103-6(e)(1), 227.7104(e)(1),<br>or 227.7203-6(b))   | JUN 1995 |
| -338G.          | <b>252.227-7019</b> | <b>VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER</b><br><b>SOFTWARE</b><br>(IAW DFARS 227.7104(e)(3), and 227.7203-6(c))  | JUN 1995 |
| A-343.<br>1995  | <b>252.227-7025</b> | <b>LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-</b><br><br><b>FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS</b><br>(IAW DFARS 227.7103-6(c), 227.7104(f)(1), or 227.7203-<br>6(d)) | JUN      |
| A-347.          | <b>252.227-7030</b> | <b>TECHNICAL DATA--WITHHOLDING OF PAYMENT</b><br>(IAW DFARS 227.7103-6(e)(2) or 227.7104(e)(4))   | OCT 1988 |
- For the purposes of this clause, the Contracting Officer may withhold **0.05 percent** of CLIN 0001 annual delivery order.
- |         |                     |   |          |
|---------|---------------------|---|----------|
| IA-352. | <b>252.227-7036</b> | <b>DECLARATION OF TECHNICAL DATA CONFORMITY</b> | JAN 1997 |
|---------|---------------------|---|----------|

(IAW DFARS 227.7103-6(e)(3) or 227.7104(e)(5))

A-353. **252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA** NOV 1995  
(IAW DFARS 227.7102-3(c), 227.7103-6(e)(4), 227.7104(e)(6), or 227.7203-6(f))

IA-361. **252.228-7001 GROUND AND FLIGHT RISK** SEP 1996  
(IAW DFARS 228.370(b)(1))

IA-362. **252.228-7002 AIRCRAFT FLIGHT RISK** SEP 1996  
(IAW DFARS 228.370(c)(1))

IA-365. **252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING** DEC 1991  
**AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES**  
(IAW DFARS 228.370(e))

IA-399. **252.231-7000 SUPPLEMENTAL COST PRINCIPLES** DEC 1991  
(IAW DFARS 231.100-70)

IA-422. **RESERVED**

IA-632. **252.242-7000 POSTAWARD CONFERENCE** DEC 1991  
(IAW DFARS 242.570)

IA-634C. **252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** DEC 1991  
(IAW DFARS 242.1404-2-70)

IA-635. **252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM** SEP 1996  
(IAW DFARS 242.7206)

IA-648. **252.243-7001 PRICING OF CONTRACT MODIFICATIONS** DEC 1991  
(IAW DFARS 243.205-71)

A-649. **252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT** MAR 1998  
(IAW DFARS 243.205-72)

(b) I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

---

(Official's Name)

---

(Title)

IA-662. **252.245-7001 REPORTS OF GOVERNMENT PROPERTY** MAY 1994  
(IAW DFARS 245.505-14(a))

IA-679. **RESERVED**

IA-745. **252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA** NOV 1995  
(IAW DFARS 247.573(b))

IA-746. **252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA** NOV 1995  
(IAW DFARS 247.573(c))

IB-305. **5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY** MAY 1996  
(IAW AFFARS 5304.404-90)

IB-306. **5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS** MAY 1996  
(IAW AFFARS 5304.404-90)

B-320. **5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)** MAY 1996  
(IAW AFFARS 5323.890-7)

For the purposes of this clause the blank(s) is/are completed as follows:

Substance	Application/Use	Quantity (lbs)
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(IAW AFFARS 5323.9002)

(IAW AFFARS 5342.490-1)

(b) NONE

IB-415.

(IAW AFMCFARS 5316.406(90))

(f) Disputes. All FDO decisions regarding the award fee, including but not limited to, the amount of the award fee, if any; the methodology used to calculate the award fee; the calculation of the award fee, the Contractor's entitlements to the award fee; and the nature and success of the Contractor's performance, shall not be subject to the "Disputes" clause nor reviewed by any Board of Contract Appeal (BCA), court, or other judicial entity.

(g) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The Contractor may bill for the award fee immediately upon receipt of the Contracting Officer's authorization for payment of the earned award fee amount.

B-445. **5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC)** JUL 1997  
(IAW AFMCFARS 5319.705-5(a))

In accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the subcontracting plan contained in **1998 LMSW MATER SUBCONTRACTING PLAN** dated **97 SEP 30** is incorporated herein by reference. The small business goal is **17.9%**. The small disadvantaged business goal is **0.9%**. The women-owned small business goal is **1.3%**.

B-468C. **5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC)** JUL 1997  
(IAW AFMCFARS 5328.310(a) and 5328.311-1)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

B-469C. **5352.228-9002 GROUND AND FLIGHT RISK (AFMC)** JUL 1997  
(IAW AFMCFARS 5328.370-90)

- (1) The additional information contained in subparagraphs below apply:
- (i) In subparagraph (a)(2), the term "Contractor's premises" means the property which comprises the facilities utilized by the Contractor at **PALMDALE CA.**
  - (ii) In subparagraph (e), the words "each separate event" means "each separate event per aircraft." In subparagraph (e), the words "each separate event" means "each separate event per aircraft."

B-486C. **5352.237-9001 CONTRACTOR IDENTIFICATION (AFMC)** JUL 1997  
(IAW AFMCFARS 5337.110-90(b))

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

515C. **5352.245-9004 BASE SUPPORT (AFMC)**

JUL 1997

(IAW AFMCFARS 5345.106-90(a))

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided  
Holloman AFB, Wright-Patterson AFB.

(f) The Government support to be furnished under this contract is normal office equipment. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

**PART III - LIST OF DOCUMENTS, EXHIBITS                      AND                      OTHER  
ATTACHMENTS**

**SECTION J  
LIST OF ATTACHMENTS  
(All listed attachments are at the end of this document)**

<u>FORM NR</u>	<u>TITLE</u>	<u>DATE</u>	<u>NR OF PAGES</u>	
N/A	STATEMENT OF WORK	04 SEP 98		18
N/A	TSPR 800	01 OCT 98 (1 VOL)		
DD1423 11	CONTRACT DATA REQUIREMENTS			17 SEP 98
N/A	FY99-06 PDM/C.U. SCHEDULE	17 SEP 98		8
N/A	FY99-06 WORK PACKAGES	17 SEP 98		8
DD254	CONTRACTOR SECURITY	01 OCT 98		10
	CLASSIFICATION SPECIFICATION			
N/A	F-117 TSPR PERFORMANCE	11 SEP 98		14
	METRICS			
N/A	LIST OF MSDS FOR HAZARDOUS			02 SEP 98
2	MATERIALS			

**LETTER  
CONTRACTS**

**REPRESENTATIONS/CERTIFICATIONS FOR** **BILATERAL** **AND**

**OFFEROR**

**PART IV, SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS & OTHER** **STATEMENTS** **OF**

**5352.215-9000** **REPRESENTATIONS AND CERTIFICATIONS (AFMC)** **JUL 1997**  
(IAW AFMC FAR SUP 5314.201-5(90), and 5315.407(90)(a))  
Annually, this AFMC activity provides contractors with a full-text Representations, Certifications, and other Statements of Offerors or Quoters (Section K) package; therefore, when appropriate, only the title, regulation reference number, date, and fill-in-portion (if any) of such provisions applicable to this solicitation will be provided. Using the full-text Representations, Certifications, & Other Statements of Offerors or Quoters previously provided, please complete all the provisions included in this solicitation and return with your bid/proposal. Completion of this section represents certification that the responses are current, accurate, and complete as of the date of this bid/proposal. If you have not obtained a copy of the full-text Representations, Certifications, & Other Statements of Offerors or Quoters package, a copy may be obtained from:

**SM-ALC/PKP**  
**3237 PEACEKEEPER WAY/SUITE 17**  
**MCCLELLAN AIR FORCE BASE CA 95652-1060**  
**(916) 643-6805**

**\* INCLUDE THE FOLLOWING CERTS AND REPS FOR BI-LATERAL CONTRACTS (NONCOMMERCIAL)**

**K-1. 52.203-2** **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION** **APR 1985**  
(IAW FAR 3.103-1)

(b) (2) (i) \_\_\_\_\_  
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

**K-4C. 52.203-11** **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO** **APR**  
**1991**  
**INFLUENCE CERTAIN FEDERAL TRANSACTIONS**  
(IAW FAR 3.808(a))

- K-10C. **52.204-3** **TAXPAYER IDENTIFICATION** MAR 1994  
(IAW FAR 4.904)
- (c) ☐ TIN: \_\_\_\_\_  
☐ TIN has been applied for.  
☐ TIN is not required because:  
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;  
☐ Offeror is an agency or instrumentality of a foreign government;  
☐ Offeror is an agency or instrumentality of a Federal, state, or local government;  
☐ Other. State basis. \_\_\_\_\_
- (d) ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;  
☐ Other corporate entity;  
☐ Not a corporate entity;  
☐ Sole proprietorship  
☐ Partnership  
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).
- (e) ☐ Offeror is not owned or controlled by common parent as defined in paragraph (a) of this clause.  
☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_
- K-17C. **52.209-5** **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS** MAR 1996  
(IAW FAR 9.409(a))
- (a) (1) (i) (A) Are ☐ are not ☐  
(B) Have ☐ have not ☐  
(C) Are ☐ are not ☐  
(ii) has ☐ has not ☐
- K-30C. **52.215-6** **TYPE OF BUSINESS ORGANIZATION** JUL 1987  
(IAW FAR 15.407(c)(2))
- (a) ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_  
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or  
☐ a joint venture; or  
(b) ☐ an individual, ☐ a partnership, ☐ a nonprofit organization,  
☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_  
country
- K-33C. **52.215-20** **PLACE OF PERFORMANCE** APR 1984  
(IAW FAR 15.407(g))
- (a) ☐ intends ☐ does not intend

(b) If the offeror or quoter checks "intends" in paragraph (a) above,

Place of Performance (Street  
Address, City, County, State,  
Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
Offeror or Quoter

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K-75C. 52.219-1

**SMALL BUSINESS PROGRAM REPRESENTATIONS**  
(IAW FAR 19.304(a))

JAN 1997

(a) (1) The standard industrial classification (SIC) code for this acquisition is **(SEE PAGE 1)**.

(2) The small business size standard is **(SEE PAGE 1)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) **Representations.**

(1) The offeror represents as part of its offer that it

**[ ] is [ ] is not a small business concern.**

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it **[ ] is, [ ] is not a small disadvantaged business concern.**

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it **[ ] is, [ ] is not a women-owned small business concern.**

(c) **Definitions.** "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

(1) If this solicitations is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-91.	<b>52.222-21</b>	<b>CERTIFICATION OF NONSEGREGATED FACILITIES</b> (IAW FAR 22.810(a)(1))	APR 1984
K-92.	<b>52.222-22</b>	<b>PREVIOUS CONTRACTS AND COMPLIANCE REPORTS</b> (IAW FAR 22.810(a)(2))	APR 1984
(a)	[ ]	<b>has,</b>	[ ] <b>has not</b>
(b)	[ ]	<b>has,</b>	[ ] <b>has not</b>
K-93.	<b>52.222-25</b>	<b>AFFIRMATIVE ACTION COMPLIANCE</b> (IAW FAR 22.810(d) and 52.222-26)	APR 1984
(a)	[ ]	<b>has developed and has on file,</b>	
	[ ]	<b>has not developed and does not have on file,</b>	
(b)	[ ]	<b>has not</b>	
K-95.	<b>52.223-1</b>	<b>CLEAN AIR AND WATER CERTIFICATION</b> (IAW FAR 23.105(a))	APR 1984
(a)	<b>is</b>	[ ],	<b>is not</b> [ ]



K-99. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT  
1996

(IAW FAR 23.907(a))

(b) (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K-210. 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE SEP 1994  
GOVERNMENT OF A TERRORIST COUNTRY  
(IAW DFARS 209.104-70(a))

K-245. 252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM DEC 1991  
CERTIFICATE  
(IAW DFARS 225.109(a))

(c) (2) Qualifying Country End Products

Line Item Number of Origin	Country
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(List only qualifying country end products.)

(3) Nonqualifying Country End Products

Line Item Number of Origin (If known)	Country
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K-247. 252.225-7006 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF JAN 1994  
PAYMENTS PROGRAM CERTIFICATE  
(IAW DFARS 225.408(a)(1))

(c) (2) (i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

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(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(insert country of origin) \_\_\_\_\_  
(insert line item number)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

\_\_\_\_\_  
(insert country of origin) \_\_\_\_\_  
(insert line item number)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(insert country of origin) \_\_\_\_\_  
(insert line item number)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(insert country of origin) \_\_\_\_\_  
(insert line item number)

(vi) The Offeror certifies that the following supplies are other nondesignated country end products.

\_\_\_\_\_  
line item number) \_\_\_\_\_ (insert country of origin) \_\_\_\_\_ (insert

K-249. 252.225-7035 **BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE MAY 1995**  
**AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS**  
**PROGRAM CERTIFICATE**  
(IAW DFARS 225.408(a)(3))

(c) (2) (i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

\_\_\_\_\_  
(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
country of origin) \_\_\_\_\_ (insert line item number) \_\_\_\_\_ (insert

(iii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____	_____	_____
country of origin)	(insert line item number)	(insert

(iv) The Offeror certifies that the following supplies are other non-NAFTA country end products:

_____	_____	_____
country of origin)	(insert line item number)	(insert

K-280. 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG  
1992

(IAW DFARS 247.573(a))

(b) ☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\* THE FOLLOWING CERTIFICATION APPLIES IF THE ACQUISITION IS NOT SET-ASIDE FOR SMALL BUSINESS

K-10D. 52.204-5 WOMEN-OWNED BUSINESS OCT 1995

(IAW FAR 4.603(b))

(a) it ☐ is, ☐ is not

\* THE FOLLOWING CERTIFICATION APPLIES TO LARGE BUSINESSES IF THE ANTICIPATED VALUE OF THE RESULTING CONTRACT EXCEEDS \$500,000

K-115. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND APR 1996

CERTIFICATIONS

(IAW FAR 30.201-3(a))

**I.DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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☐ (2) Certificate of Previously Submitted Disclosure Statement. Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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☐ (3) Certificate of Monetary Exemption.

☐ (4) Certificate of Interim Exemption.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

☐ The offeror hereby claims an **exemption** from the Cost Accounting Standards

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

☐ YES

☐ NO

\* THE FOLLOWING CERTIFICATION APPLIES IF THE ANTICIPATED VALUE OF THE RESULTING CONTRACT EXCEEDS \$5,000,000

K-212. 252.209-7003 DISCLOSURE OF COMMERCIAL TRANSACTIONS WITH THE SEP 1994  
GOVERNMENT OF A TERRORIST COUNTRY  
(IAW DFARS 209.104-70(c))